

*Oak Tree*

**Declaration of Covenants, Conditions  
and Restrictions for Oak Tree**

**Section 3. "Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties but excluding any party holding the fee simple title merely as security for the performance of an obligation.

**Section 4. "Common Area"** shall mean all real and personal property now or hereinafter owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of conveyance of the first Lot is that tract or parcel of land shown on that plat record in Book 47, at Page 77, of Oklahoma County, Oklahoma Records, less and except the individual Lots shown thereon.

**Section 5. "Lot"** shall mean a portion of the Properties intended for any type of independent ownership and use as may be set out in the Declaration or amendment submitting property to this Declaration.

**Section 6. "Area of Common Responsibility"** shall mean and refer to the Common Area together with those areas, if any, with or upon a Lot the maintenance, repair, or replacement of which is the responsibility of the Association.

**Section 7. "Residence"** shall mean an improvement constructed for occupancy by a single family located on one or more Lots and although protruding beyond the boundaries of a Lot, each such improvement shall be considered one Residence, but a part of the Lot or Lots on which it is built. Each such residence shall be constructed in conformity with the architectural standards contained in Attachment A to this Declaration and the design criteria established by the plans of the architect designing the improvement or approved by the Board of Directors or its designated representative.

## ARTICLE II

### PROPERTY RIGHTS

**Section 1. Owner's Easement of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the Common Area;

Owner shall have the right to ingress and egress over, upon and across the Common Area necessary for access to his or her Lot and shall have the right to lateral support for his or her Lot, and such rights shall be appurtenant to and pass with the title to each Lot.

**Section 4. Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unwillful placement, settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of the restrictions) to a distance of not more than (5) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the common area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of the Owner, tenant, or the Association provided further however, that the restrictions of this section shall have no application if adjacent Lots are under one ownership. There shall be reciprocal appurtenant easements for the maintenance and repair of a party wall or walls, if any.

**Section 5. Storm Drainage and Sanitary Sewer Systems.** Storm drainage systems and sanitary sewer systems may be located under certain Lots throughout the Properties. To the extent required to effectuate the foregoing plan, there shall be an easement in favor of each Lot for the purpose of providing connection of that Lot with the storm drainage system and sanitary sewer system most convenient thereto. Each Lot shall be subject to easements in favor of all the other Lots providing for the passage through any portion of such Lot of necessary storm drainage systems and sanitary sewer systems. All of the foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not materially interfere with the use, occupancy, or enjoyment of all or any part of the Lot subject to such easements or to which such easements are appurtenant. No easement granted by this section shall interfere with the improvement of the Lot by any Owner until that easement has been reduced to writing and filed in the public records of Oklahoma County, Oklahoma in order that the exact size and location of such easement can be identified.

**Section 6. Use of Lots.** Except as may be provided hereinbelow, each Lot shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a

purpose by the Board. The uncovered parking spaces located within the Common Area shall be for the sole and exclusive use of any Owner's guest or social invitees. No Owner of a Lot shall repair or restore any vehicle, boat, recreational vehicle, trailer or other vehicle upon any portion of any Lot or upon the Common Area except for emergency repairs thereto and then only to the extent necessary to enable movement thereof to a proper repair facility.

**Section 10. Pets.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or the Common Area, except that no more than two dogs, cats and other normal household pets, which term shall not include horses, may be kept in Lots or in residences subject to rules and regulations adopted by the Association, through its Board of Directors, provided that such pets are not kept, bred or maintained for any commercial purpose. The Board shall have the absolute power to prohibit pets.

**Section 11. Rules and Regulations.** The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area, facilities located thereon, and individual Lots. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, canceled or modified in a regular or special meeting by the vote of Class "A" members holding a majority of the total votes in the Association and by the vote of the Class "B" member so long as such membership shall exist or by the Board of Directors. The Board shall have the authority to impose fines and other sanctions, and monetary fines may be collected by lien and foreclosure as provided in Article IX.

**Section 12. Construction and Sale Period.** Notwithstanding any provisions contained in the Declaration to the contrary, it shall be expressly permissible for Declarant and the builder (if other than Declarant and approved by Declarant) of residences to maintain and carry on, during the period of construction and sale of the Lots or residences, upon such portion of the Common Areas as the Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or sale of such residences, including, but without limitation, business offices, signs, model units and sales offices. The right to maintain and carry

Lot as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Lot Owner in Common Area, which shall include but not be limited to, membership in the Association.

### ARTICLE III

#### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

**Section 1. Membership.** Every person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall be deemed to have a membership in the Association. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No owner, whether one or more persons, shall have more than one membership per Lot. In the event of multiple Owners of a Lot, votes and rights of use and enjoyment shall be as provided herein. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast nor office held for each Lot.

**Section 2. Voting.** The Association shall have two classes of membership, Class "A" and Class "B", as follows:

(a) **Class "A".** Class A members shall be all Owners with the exception of the Declarant or its successor in title. Class "A" members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 hereof. When more than one person holds such interests in any Lot, the vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one person seeks to exercise it.

(b) **Class "B".** Class "B" member shall be the Declarant or its successors in title. The Class "B" member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided that the Class "B" membership shall cease and become converted to Class "A" membership on the

properly his obligations with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair or replacement which is the responsibility of the Association hereunder is caused through the willful or negligent act of an Owner, his or her family, guests, lessees or invitees, and is not covered or paid for by insurance in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give Owner written notice of the Association's intent to provide such necessary maintenance, repair or replacement, at Owner's sole cost and expense, and setting forth with reasonable particularity the maintenance, repairs or replacement deemed necessary. Owner shall have fifteen (15) days within which to complete said maintenance, repair or replacement, or in the event that such maintenance, repair or replacement is not capable of completion within said fifteen (15) day period, to commence said maintenance, repair or replacement. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair or replacement at Owner's sole cost and expense; and said cost shall be added to and become a part of the assessment to which such Owner is subject and shall become a lien against the Lot. The Association, acting through its Board of Directors, shall have a right of entry for the purpose of performing any work required or permitted under this Article.

## **ARTICLE V**

### **INSURANCE AND CASUALTY LOSSES**

**Section 1. Insurance.** The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and shall also obtain a public liability policy covering all the Common Area and all damage or injury caused by the negligence of the Association or any of its agents, which public liability policy shall have at least a \$500,000 single person limit as respects bodily injury and property damage, a \$1,000,000 limit per occurrence, and a \$50,000 minimum property damage limit. Premiums for all such insurance shall be common expenses of the Association. The policy

the Association's Board of Directors; provided however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(e) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners or their mortgagees.

(f) Each Owner may obtain additional insurance at his or her own expense; provided, however, that no Owner shall be entitled to exercise his or her right to maintain insurance coverage in such a way as to decrease the amount which the Association, on behalf of all of the Owners and their mortgagees, may realize under any insurance policy which the Association's Board of Directors may have in force on the property at any particular time.

(g) It shall be the individual responsibility of each Owner at his or her own expense to provide, as he or she sees fit, title insurance on his or her individual Lot and such other insurance as is not provided by the Association pursuant to the provisions of this Article.

(h) The Association's Board of Directors shall conduct at least once every two years an insurance review which shall include a replacement cost appraisal, without respect to depreciation, of all insurable improvements on the Common Area and, if insured, upon the Lots by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with housing construction in the Edmond, Oklahoma, area.

(i) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its Manager, the Owners and their respective servants, agents and guests;

(ii) A waiver by the insurer of its right to repair, and reconstruct instead of paying cash;

(iii) That no policy may be canceled, invalidated or suspended on account of any one or more individual owners;

(iv) That no policy may be canceled, invalidated or suspended on account of the conduct of any director, officer or employee of the Association or its duly authorized Manager without prior demand in

#### **Section 4. Damage and Destruction.**

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each structure on each Lot and the Common Area having the same vertical and horizontal boundaries and location on each Lot as before; construction or reconstruction shall be in substantial conformity with that which existed prior to the damage or destruction.

(b) Any such damage or destruction shall be repaired or reconstructed unless at least ninety (90%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If the damage includes one or more insured residences on Lots, the written consent of the owner or owners thereof must be obtained as part of the ninety (90%) percent. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined by the Association in the manner described above that the damage or destruction shall not be repaired or reconstructed, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

**Section 5. Repair and Reconstruction.** If the damaged or destruction for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the members, levy a special assessment



therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine. If the taking includes one or more residence, or any part or parts thereof, whether or not there is included in the taking any part of the common Area, then the award shall be disbursed and all related matters, including without limitation alteration of ownership of the Common Area, shall be handled pursuant to and in accordance with the consent of no less than fifty (50%) percent of all Owners expressed in a duly recorded amendment to this Declaration, provided that the Consent of the Owner or Owners of the Lot or Lots so taken must first be obtained. If the consent cannot be obtained, the funds shall be disbursed as the Court may determine.

## ARTICLE VII

### ANNEXATION OF ADDITIONAL PROPERTY

**Section 1. Annexation Without Approval of Class "A" Membership.** As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time and at any time until the Class "B" membership in the Association shall terminate and cease to exist or until December 31, 1991, whichever last occurs, to subject to the provisions of this Declaration and the jurisdiction of the Association or to Exhibit "C" attached hereto and incorporated herein by reference, all or any portion of the real property described in Exhibit "B" attached hereto and by reference made a part hereof, by filing in the Oklahoma County, Oklahoma Records an amendment annexing such property. Such amendment to this Declaration shall not require the vote of Class "A" members. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege and option to annex additional property which is herein

thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration. The Association may but shall not be required to do so, as an Association expense, arrange with others to furnish water, trash collection, sewer service and other common services to each Lot.

**Section 3. Personal Property and Real Property for Common Use.** The Association through action of its Board of Directors may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise.

**Section 4. Rules and Regulations.** The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Lots including without limitation the lease or rental thereof and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

**Section 5. Implied Rights.** The Association may exercise any other rights or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the reasonably necessary to effectuate any such right or privilege.

## **ARTICLE IX ASSESSMENTS**

**Section 1. Purpose of Assessment.** The assessments for common expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants or residences as may be more specifically authorized from time to time by the Board of Directors.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefor, whether or not is shall be so expressed in such deed, is

(b) **Computation.**

(1) Each Owner of any Lot, including Declarant, shall, in accordance with the provisions of this Declaration, pay annually to the Association for each Lot owned the lessor of nine hundred and sixty dollars (\$960.00) or an amount equal to the quotient resulting from dividing the annual estimated costs of operating the Association by the number of Lots included as part of Oak Tree. Such assessment shall be referred to as the Lot assessment.

(2) Furthermore, each Owner of any Lot, including Declarant, shall, in accordance with this Declaration and subject to Section 8 of this Article pay annually to the Association for each residence constructed thereon, whether such residence occupies one or more Lots or encroaches on any adjoining Lot, a Residence Assessment in an amount equal to the Residence's pro rata share of the amount by which the annual costs of operating the association exceed the Lot Assessment. The Residence Assessment shall be assessed equally to all Residences except as provided for in Section 8 of this Article; provided, however, until twenty-six (26) residences are substantially completed by Owners other than Declarant or January 1, 1981 whichever occurs first such Residence Assessment for each residence shall not exceed nine hundred and sixty dollars (\$960.00) annually. Before and until the earlier of the substantial completion of 26 residences or January 1, 1981 the Declarant shall pay on behalf of the Association the excess of the annual estimated cost of operating the Association, if any, remaining after the allocation in subparagraph one of this Section and computation of the Residence Assessment as herein provided.

**Section 4. Special Assessments.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, provided that any such assessment shall have the assent of fifty (50%) percent of the votes of the Owners who are voting in person or by proxy at a meeting duly called for this purpose. The Board of Directors may make such special assessments payable in installments over a period which may in the Board's discretion extend in excess of the fiscal year in which adopted.

**Section 5. Notice of Meeting.** Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3(a) or 4 shall be sent to all members not less than ten (10) days nor

acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The Association, acting on behalf of the Owners, shall have the power to bid on the residence at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided herein, including by way of illustration but not limitation, abandonment of his or her Lot.

#### **Section 8. Date of Commencement of Annual Assessments.**

(a) The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area by the Declarant, or, in the case of additional Properties annexed by amendment to this Declaration, on the first day of the month following said annexation; as to all Residences, assessments shall commence upon the substantial completion of the Residence. All annual assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year.

(b) Provided, however, anything contained herein to the contrary notwithstanding, Declarant and each Owner covenant and agree that the Declarant shall pay an annual assessment, payable monthly, in an amount computed as follows:

(i) For each lot owned, the Declarant shall pay the entire Lot Assessment computed in accordance with Sections 3(b) (1) of this Article;

(ii) For each completed Residence owned by Declarant, in addition to the Lot Assessment, the Declarant shall pay 100% of the Residence Assessment as set by the Board of Directors in accordance with Section 3(b) (2) of this Article if the residence is occupied and 50% of the Residence Assessment if the Residence is unoccupied;

(iii) For each substantially completed Residence owned by Declarant, in addition to the Lot Assessment, Declarant shall pay 25% of the Residence Assessment as set by the Board of Directors in accordance with Section 3(b) (2) of this Article.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall not covered by insurance shall be shared by the Owners who make use of the wall in proportion to such use.

**Section 3. Weatherproofing.** Notwithstanding any other provisions of this Article, an Owner who by his or her negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 4. Right to Contribution Runs With Land.** The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE XII

### USE RESTRICTION AND RULE MAKING

**Section 1. Authority and Enforcement.** The Common Area shall be used only for those uses and purposes set out in the Declaration. As previously provided, the Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use and enjoyment of Lots and the Common Areas, provided the copies of all such rules and regulations be furnished to all Owners. For violation of this Declaration, the By-Laws or any rules and regulations duly adopted hereunder, the Board shall have the power to impose reasonable monetary fines which shall constitute a lien upon the property and to suspend an owner's right to use the common elements and the owner's right to vote. Such suspension shall be for no more than 30 days or for such additional time as a violation may continue and 30 days thereafter. The Board shall be authorized and empowered to begin any action in any court on behalf of the Association and all owners to abate any nuisance.

**Section 2. Procedure.** The Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) The alleged violation;
- (ii) The action required to abate the violation; and

an action to recover sums due, for damages or injunctive relief or both, maintainable by the Board of Directors on behalf of the Association, or, in a proper case, by an aggrieved Owner. Failure by the Association or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 3. Perpetuities.** If any of the covenants, conditions, restriction or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Joseph P. Kennedy, mother of President John F. Kennedy.

**Section 4. Notice of Sale, Lease or Mortgage.** In the event an Owner sells, leases or mortgages the Owner's Property, the Owner will be required to give to the Association in writing the name of the purchaser, lessee or mortgagee of the property prior to the sale.

**Section 5. Amendments.** The covenants and restriction to this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Class "A" and "B" votes, except as provided herein for unilateral annexation. Any amendment must be properly recorded in the public record of Oklahoma County, Oklahoma.

**Section 6. Indemnification.** The association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others



## **EXHIBIT "C"**

### **COVENANT ESTABLISHING INTERASSOCIATION USE RIGHTS AND RESPONSIBILITIES**

This Covenant made for the purpose of establishing certain rights and responsibilities as part of the planned unit development known as Oak Tree in Edmond, Oklahoma, this 22 day of November, 1977, by Unique Golf Concepts, Inc. the Declarant.

Declarant is the owner of the real property being submitted to the Declaration to which this Exhibit "C" is attached and incorporated and does desire to establish certain rights and responsibilities with relation to certain common property.

Therefore, Declarant does hereby declare and publish the following:

There is hereby created in favor of Oak Tree Golf Club and any residential association subsequently submitted to this Covenant a perpetual easement in and access across the streets, perimeter fencing and sidewalks, entry island and banks, and any parks or greenbelts serving more than one association. Each entity, club, or association exercising any rights under this easement shall have a responsibility to pay as provided herein a pro rata share of the costs of maintaining these facilities and services. Each association or club exercising rights hereunder shall have one voting member on the Interassociation Committee. This committee, which shall elect its own chairman, shall be responsible for the preparation of a budget to provide for the maintenance and upkeep of the streets, perimeter fencing and sidewalks, entry island and banks, street lighting charges, if any, insurance of any insurable improvements including liability insurance, and security, if any. The budget shall be based upon the report of the Board of Directors of the Oak Tree Home Owners Association, Inc., which shall be responsible for provision of these services. The Committee shall, by majority vote, determine level of costs of services and shall approve a budget for these services. Such budget shall be approved and presented to each association at least 45 days prior to the annual meeting of Oak Tree Home Owners Association, Inc. The budget shall be allocated among or between associations on a pro rata basis with the total costs divided by the total number of Lots, units, residences, or associations or other entities on the Committee. Each such entity shall collect and pay to the Oak Tree Home Owners Association, Inc. its share in a manner and on a schedule as the Committee may determine but in no event shall payments be made on the annual assessments less frequently than quarterly. Assessments shall be



**ANNEXATION OF ADDITIONAL PROPERTY AND  
AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR OAK TREE**

BOOK 7231 PAGE 1836

WHEREAS, Signature Properties International, Limited Partnership, a Delaware Limited partnership, hereinafter "Signature", is the successor in interest to Unique Golf Concepts, Inc., which filed a Declaration of Covenants, Conditions and Restrictions for Oak Tree on November 29, 1977, in Book 4419, Page 742 of the public records of Oklahoma County, Oklahoma, hereinafter called "Declaration"; And

WHEREAS, pursuant to Article III, Section 1 of the Declaration, Signature, as successor in interest to Unique Golf Concepts, Inc., has the unilateral right, privilege and option at any time until the Class "B" Membership in the Oak Tree Home Owners Association, Inc. has terminated and ceased to exist or until December 31, 1991, whichever last occurs, to subject all or any portion of the real property described on Exhibit "B" (formerly Exhibit "A" as corrected by Certificate of Approval and Correction Certificate of Plat and PUD recorded in Book 5540, Pages 1255 and 1256) to the Declaration; And

WHEREAS, the Class "B" Membership of Signature has not terminated and ceased to exist as per the provisions of Article III Section 2(b)(i)(ii) of the Declaration; And

WHEREAS, Signature desires hereby to subject all of the property within the Pointe at Oak Tree, an Addition to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof, in Book 57, Page 83, which is a part of the real property on Exhibit "B" to said Declaration as corrected, to said Declaration; And

WHEREAS, the addition of the lots in the above plat will not cause the total number of lots on the property shown on Exhibit "B" to exceed One Thousand Seven Hundred (1,700).

NOW, THEREFORE, in accordance with Article VII of the Declaration, Signature does hereby and by these presents annex all of the property contained in the Plat of the Pointe at Oak Tree, recorded in Book 57, Page 83, as more particularly described on Exhibit "A" hereto, to the Declaration.

IN WITNESS WHEREOF, Signature has executed this Amendment Annexing said property to said Declaration effective the 2<sup>nd</sup> day of May, 1996.

SIGNATURE PROPERTIES INTERNATIONAL, L.P.

By: A & S MANAGEMENT PARTNERSHIP, A  
DELAWARE GENERAL PARTNERSHIP,  
GENERAL PARTNER

*Return to:*  
JOE S. ROLSTON, III, P. C.  
NORTHWEST OFFICE CENTER, SUITE 1714  
4334 NORTHWEST EXPRESSWAY  
OKLAHOMA CITY, OK 73116

By: TWODCAP, INC., A DELAWARE  
CORPORATION, MANAGING PARTNER

By:   
F. CHRISTOPHER ANSLEY, PRESIDENT

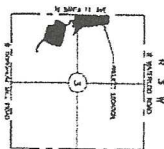
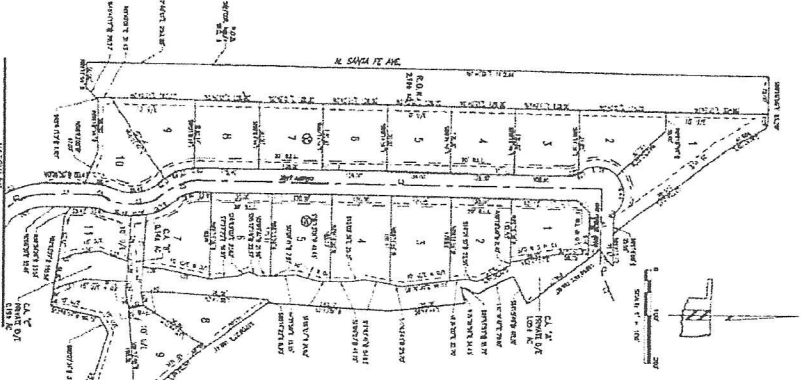
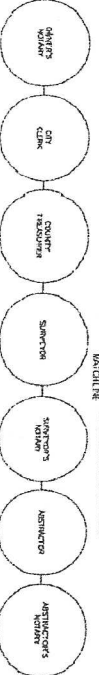
DOC NUMBER 9800722  
BOOK 7231  
PAGES 1836 - 1837  
TIME 3:15:28  
FEE 10.00  
01/22/1998  
Carolynn Caudill  
Oklahoma County Clerk  
RECORDED AND FILED

2/10

FINAL PLAN  
OF  
OAK TREE  
BLOCKS 30-35

A PART OF THE FINAL PLAN OF THE CITY OF DENVER, COLORADO  
CITY OF DENVER, BLUEBOOK, ORDINANCE 118760

FINAL PLAN  
OF  
OAK TREE  
BLOCKS 30-35



REPORT OF CITY ENGINEER  
I, \_\_\_\_\_, City Engineer of the City of Denver, Colorado, do hereby certify that the above described plat is in accordance with the provisions of the City of Denver, Colorado, Ordinance 118760, and that the same has been approved by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

REPORT OF SANITARY ENGINEER  
I, \_\_\_\_\_, Sanitary Engineer of the City of Denver, Colorado, do hereby certify that the above described plat is in accordance with the provisions of the City of Denver, Colorado, Ordinance 118760, and that the same has been approved by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

SITE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Site: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

DATE OF OAK TREE BLOCKS 30-35  
Project: Oak Tree Blocks 30-35  
Date: \_\_\_\_\_

THE CITY OF DENVER, COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DENVER, COLORADO, ORDINANCE 118760, AND THAT THE SAME HAS BEEN APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

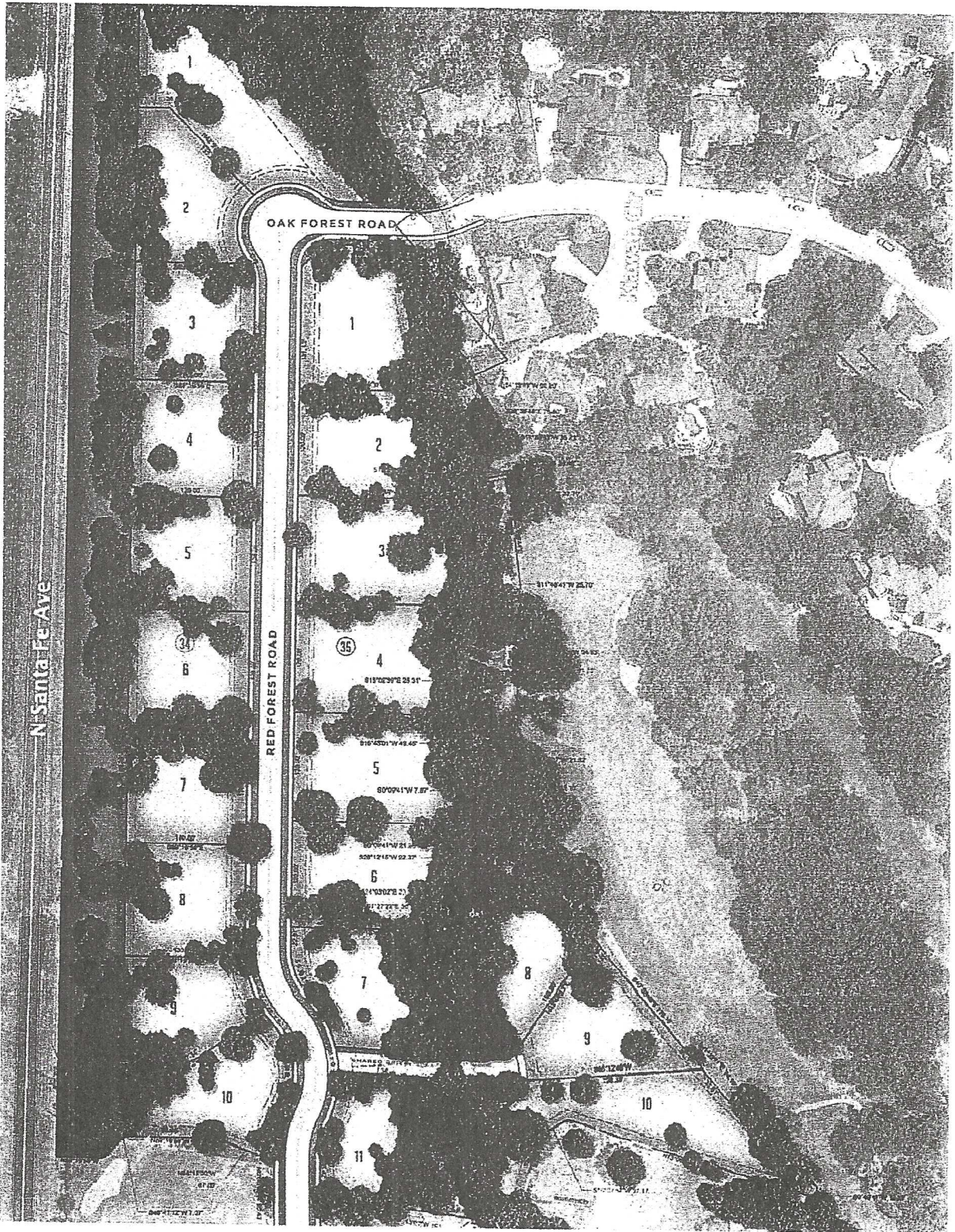
THE CITY OF DENVER, COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DENVER, COLORADO, ORDINANCE 118760, AND THAT THE SAME HAS BEEN APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

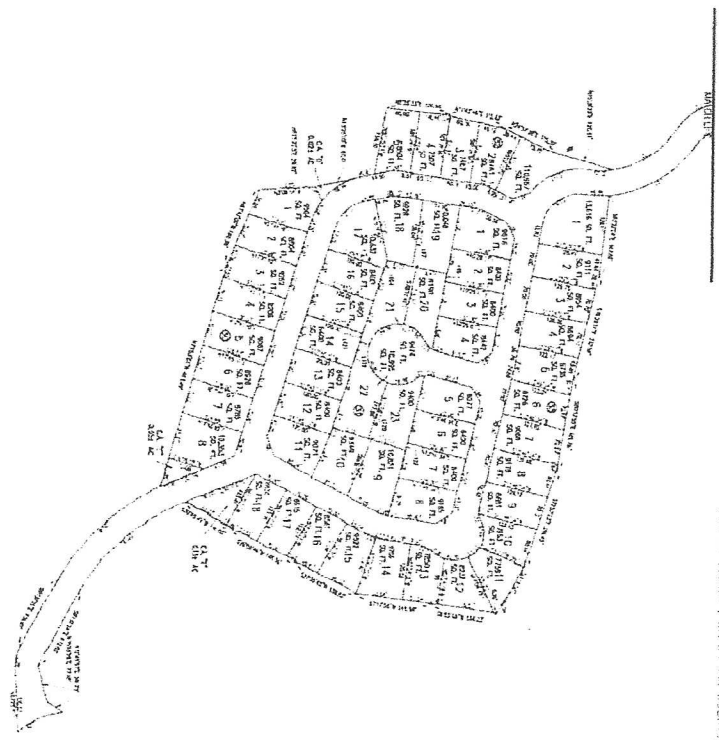
THE CITY OF DENVER, COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DENVER, COLORADO, ORDINANCE 118760, AND THAT THE SAME HAS BEEN APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF DENVER, COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DENVER, COLORADO, ORDINANCE 118760, AND THAT THE SAME HAS BEEN APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF DENVER, COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DENVER, COLORADO, ORDINANCE 118760, AND THAT THE SAME HAS BEEN APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

THE CITY OF DENVER, COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF DENVER, COLORADO, ORDINANCE 118760, AND THAT THE SAME HAS BEEN APPROVED BY THE CITY COUNCIL ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.  
Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

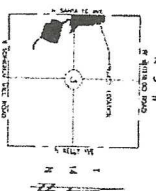




**FINAL PLAT**  
**OAK TREE**  
**BLOCKS 30-35**  
 A PART OF THE WEST HALF OF SEC. 2, T-14-N, R-3-W, 14  
 CITY OF OAK TREE, JACKSON COUNTY, MISSOURI

- OWNER'S
- CITY
- OWNER'S
- OWNER'S
- OWNER'S
- OWNER'S
- OWNER'S

Lot No.	Area (sq. ft.)	Dimensions	Notes
1	10,000	50' x 200'	
2	10,000	50' x 200'	
3	10,000	50' x 200'	
4	10,000	50' x 200'	
5	10,000	50' x 200'	
6	10,000	50' x 200'	
7	10,000	50' x 200'	
8	10,000	50' x 200'	
9	10,000	50' x 200'	
10	10,000	50' x 200'	
11	10,000	50' x 200'	
12	10,000	50' x 200'	
13	10,000	50' x 200'	
14	10,000	50' x 200'	
15	10,000	50' x 200'	
16	10,000	50' x 200'	
17	10,000	50' x 200'	
18	10,000	50' x 200'	
19	10,000	50' x 200'	
20	10,000	50' x 200'	
21	10,000	50' x 200'	
22	10,000	50' x 200'	
23	10,000	50' x 200'	
24	10,000	50' x 200'	
25	10,000	50' x 200'	
26	10,000	50' x 200'	
27	10,000	50' x 200'	
28	10,000	50' x 200'	
29	10,000	50' x 200'	
30	10,000	50' x 200'	
31	10,000	50' x 200'	
32	10,000	50' x 200'	
33	10,000	50' x 200'	
34	10,000	50' x 200'	
35	10,000	50' x 200'	



**LEGEND**

100' = 100' WIDE SIDEWALK  
 10' = 10' WIDE SIDEWALK  
 5' = 5' WIDE SIDEWALK  
 3' = 3' WIDE SIDEWALK  
 2' = 2' WIDE SIDEWALK  
 1' = 1' WIDE SIDEWALK

**OWNER'S**  
 CITY  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S

**LEGEND**

100' = 100' WIDE SIDEWALK  
 10' = 10' WIDE SIDEWALK  
 5' = 5' WIDE SIDEWALK  
 3' = 3' WIDE SIDEWALK  
 2' = 2' WIDE SIDEWALK  
 1' = 1' WIDE SIDEWALK

**OWNER'S**  
 CITY  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S

**LEGEND**

100' = 100' WIDE SIDEWALK  
 10' = 10' WIDE SIDEWALK  
 5' = 5' WIDE SIDEWALK  
 3' = 3' WIDE SIDEWALK  
 2' = 2' WIDE SIDEWALK  
 1' = 1' WIDE SIDEWALK

**OWNER'S**  
 CITY  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S

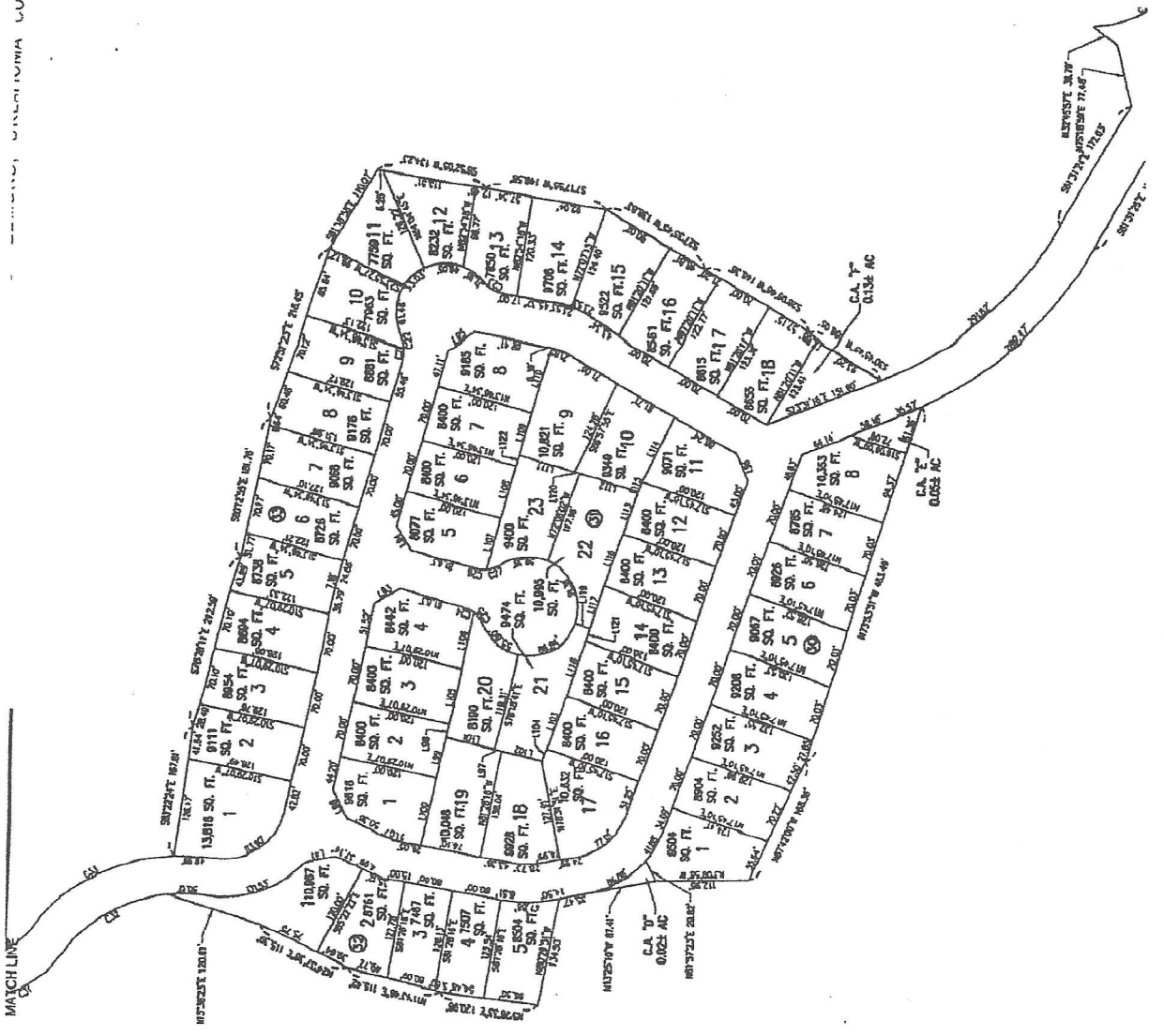
**LEGEND**

100' = 100' WIDE SIDEWALK  
 10' = 10' WIDE SIDEWALK  
 5' = 5' WIDE SIDEWALK  
 3' = 3' WIDE SIDEWALK  
 2' = 2' WIDE SIDEWALK  
 1' = 1' WIDE SIDEWALK

**OWNER'S**  
 CITY  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S  
 OWNER'S

**OAK TREE**  
**BLOCKS 30-35**  
 JACKSON COUNTY, MISSOURI  
 PREPARED BY  
 JAMES H. HARRIS  
 CIVIL ENGINEER  
 12345 MAIN STREET  
 OAK TREE, MISSOURI

1400



Tract FF Platting And Plans: Vb10 CADD & BIM\30303355\_01 PLAT LOTSIZE.dwg PLOTTED: 6/22/2016 10:32:26 AM - COWAN, SUSAN